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Collective Bargaining Agreements

5-28-1942

Frank and Seder of Philadelphia, Inc. and United Retail and Wholesale and Department Store Employees of America, Local 18, CIO (1942)

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Frank and Seder of Philadelphia, Inc. and United Retail and Wholesale and Department Store Employees of America, Local 18, CIO (1942)

Location

Philadelphia, PA

Effective Date

5-28-1942

Expiration Date

5-15-1944

Employer

Frank and Seder of Philadelphia, Inc.

Union

United Retail and Wholesale and Department Store Employees of America

Union Local

18

NAICS

44

Sector

Private

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FRANK & SEDER CO

Retail + Wholesale, 18
Philadelphia, Pa. (C)
7-5-15-44

CONFIDENTIAL 22

LOCAL 18, URWDSEA, C I O PHILA, PA

THIS AGREEMENT entered into this 23th day of May, 1942, by and between FRANK & SEDER OF PHILADELPHIA, INC. of Eleventh and Market Streets, Philadelphia, hereinafter referred to as "EMPLOYER" and LOCAL #18, THE UNITED RETAIL, WHOLESALE & DEPT. STORE EMPLOYEES OF AMERICA, C.I.O. of the City of Philadelphia, hereinafter referred to as "UNION".

WITNESSETH THAT:

The parties hereto, desiring the maintenance of an adequate collective bargaining agency to represent the employees covered by this Agreement, do hereby agree, as follows:

1. "EMPLOYER" recognizes "UNION" as the sole bargaining agent concerning wages, hours and conditions of employment for the employees of "EMPLOYER" at the Eleventh and Market Streets store, excepting the employees hereinafter set forth.

2. In pursuance of the provisions of Paragraph #1, "EMPLOYER" agrees to deal concerning grievances, with such representatives, as "UNION" shall designate. Grievances shall be presented in writing.

3. "EMPLOYER" shall be free to hire, promote, transfer, dismiss or discharge any employee at "EMPLOYER'S" sole and absolute discretion as hereinafter provided.

4. (a) All employees with the exceptions hereinafter provided for, shall be members of the "UNION". A list of present regular employees, mutually agreed upon, is attached to and made a part hereof, and will be referred to as Appendix A. In event of any vacancy within the positions listed under Appendix A, except in cases where "EMPLOYER" decides to decrease personnel due to restrictions in business or to improve the operation of the department or departments, "EMPLOYER" agrees that such vacancies shall be filled by an employee who shall be required to join the "UNION" on the 31st day of his or her employment. "EMPLOYER" also agrees that employees not listed in Appendix A, and not exempt, who shall be employed for sixty (60) consecutive days shall be added to the regular structure and will be required on the 61st day of his or her employment to join the "UNION".

(b) A list of employees known as "Regular Extra" employees mutually agreed upon is attached to and made a part hereof, and will be referred to as Appendix B. These employees shall be given preference for regular jobs as vacancies occur, and such preference will be determined in accordance with an eli-

gibility and seniority list, which shall be drawn up and agreed upon by both parties. "EMPLOYER" agrees that the regular extra list shall be maintained up to thirty (30) Union members for the life of this agreement. In those departments in which "Regular Extras" above referred to have specific training, skill and efficiency being reasonably equivalent, "EMPLOYER" agrees to give preference of employment to such "Regular Extras" in order of seniority, and in such departments "Regular Extras" shall have preference over contingents or casuals.

(c) All employees contained in the regular list and the "Regular Extra" list (Appendix A and B) who are not now members of the "UNION", shall be required to join the "UNION", within ten (10) days of the signing of this agreement.

(d) "EMPLOYER" agrees that no employee will be maintained in employment who is not a member in good standing in the "UNION". The "UNION" agrees to furnish a delinquent list monthly, giving "EMPLOYER" fifteen (15) days to have delinquencies adjusted.

(e) New employees in the selling division shall be on a four month probationary period; new employees in non-selling divisions shall be on a three month probationary period; during such probationary periods, regardless of their membership in the "UNION", "EMPLOYER" shall be free to discharge such employees in the "EMPLOYER'S" sole judgement and discretion.

5. Lay-offs, time-off, and discharges occasioned in the reduction in "EMPLOYER'S" requirements for employees when the same shall affect "UNION" members, shall be made upon the basis of seniority taking into consideration the employee's length of service and special skill and aptitude, and with due regard to the efficient operation of the particular department involved.

6. The "UNION" agrees that it will not interfere with the management of the "EMPLOYER'S" business. The "EMPLOYER" reserved the right, which is hereby recognized by the "UNION", to lay off and/or hire in accordance with the requirements of the business; to suspend or discharge any employee for improper conduct, violation of this Agreement, violation of any store rules or regulations, incompetency, negligence, inefficiency, intoxication when reporting for work, or use of intoxicating liquors on the premises, wilful insubordination, theft, sabotage, gambling, or any other reason for dismissal other than staff reduction.

7. The "EMPLOYER" shall be free to fix the store hours and the work time of the various groups of employees in its discretion; provided such period of employment shall not exceed the within mentioned work day and/or week.

8. There shall be no discrimination by the "EMPLOYER"

by reason of any employees' activity in the "UNION", provided such activity does not interfere with employees' duties in store, nor shall there be any coercion or intimidation in any manner against "UNION" members because of Union membership. There shall be no intimidation, interference, or coercion of non-Union employees by "UNION" or its members, at any time or place.

9. "UNION" agrees that so long as the "EMPLOYER" shall abide by this contract and by any decision of the arbitrators who are hereinafter provided for, "UNION" and the members of the "UNION" employed by the "EMPLOYER" will not cause, sanction, or take part in any strike whatsoever, (whether sit-down, sit-in, sympathetic, general, or any other kind) walk-out, picketing, stoppage of work, retarding of work, or boycott, whether of a primary or secondary nature or whether open or silent, or any other interference with the operation and conduct of the "EMPLOYER'S" business, and the "UNION" shall not call upon the "EMPLOYER" to assist in the enforcement of any public or silent boycott against any products sold or offered for sale or used by the "EMPLOYER".

"EMPLOYER" agrees that so long as the "UNION" shall abide by the provisions of this contract and by the decision of the arbitrators hereinafter provided for, there shall be no lock-outs during the continuancy of this agreement.

10. Hours of the work week to be adjusted in accordance with any changes uniformly instituted by all of the following: Lit Brothers, Snellenburg's, Gimbel Brothers and Strawbridge & Clothier, but in no event shall the hours of work exceed forty-four (44) hours weekly. Forty-four (44) hours shall constitute a work week in the department to which an employee is assigned, and no employee shall be required to work more than eight (8) hours in any one day except as hereinafter set forth:

(a) Two weeks before Easter and three weeks before Christmas, the work week shall be forty-eight (48) hours, without extra compensation.

(b) The basis for computation of wages shall be upon a forty-four (44) hour week, exclusive of Christmas and Easter periods, and the hours per week may be changed by "EMPLOYER" as herein provided. Any employment beyond forty-four (44) hours per week other than as provided for in "(a)" shall be compensated for in the manner hereinafter provided.

(c) In the event that any employee shall be required to work more than eight (8) hours in one day or more than forty-four (44) hours in any one week, time and a half time shall be paid for such overtime, unless otherwise provided for herein.

(d) In the event that an employee is required to work on Sunday or a holiday, double time shall be paid. For two inventory periods a year any overtime necessary shall be figured

as straight time, provided such inventory is not taken on Sunday. No overtime shall be worked or compensated for unless authorized in writing by the Store Manager or his duly authorized representative in advance of such work.

(e) In the event that the store closed for a holiday, the holidays designated being Memorial Day, July 4th, Thanksgiving Day, Christmas Day and New Year's Day, the regular employees shall be paid for such time and shall not be required to make up such time during the week. All changes instituted by all of the following without any exception, to wit: Lit Brothers, Snellenburg's, Gimbel Brothers and Strawbridge & Clothier in respect to increasing the number of holidays shall likewise be adopted by Frank & Seder. In the event that an employee is absent either the day before or the day after a holiday he shall not be paid for such a holiday, nor shall he have the privilege to make up such time unless such absence has been specifically authorized by "EMPLOYER".

"Regular Extras" shall be paid for store holidays provided they have worked at least five (5) days during the holiday week.

(f) Any person who is absent from work on account of sickness for a period of ninety (90) days, shall forfeit all seniority rights, unless other arrangements are specifically made by Frank & Seder in any individual case.

Any "Regular Extra" who is called for work and does not report shall be dropped from the regular extra list, unless he is physically incapacitated or excused by "EMPLOYER".

(g) Split shifts are prohibited, and there shall be one hour for lunch each day.

(h) "Regular Extra" employees requested to report for work on regular schedule shall be given or paid for at least four (4) hours employment unless actually notified by telegram, telephone or otherwise not to report for work.

(i) Straight commission employees shall work as heretofore except as follows: Drawings for straight commission employees are listed hereinafter under Appendix A. There shall be no red for straight commission employees at the end of each contract year. Straight commission employees shall be permitted to ask for and see a copy of their credits in case of doubt. Hold-backs shall be limited to 10% at the end of each month.

(j) When an employee is engaged in waiting on a customer, notwithstanding that he or she may have finished a day's work, he or she shall continue to wait on such customer and such additional time spent upon such customer shall not be considered overtime, and shall not be paid for as extra time.

(k) Union members shall receive a minimum of fif-

teen (\$15.00) dollars in non-selling and sixteen (\$16.00) dollars in selling. The minimum for employees of the store not covered by this contract, shall be fourteen (\$14.00) dollars for non-selling and fifteen (\$15.00) dollars for selling. All Union selling employees shall receive commissions as at present.

(1) All regular employees employed continuously for a period of at least one year preceding June 1st of the year during which the vacation is granted, shall receive one week's vacation with pay. All regular employees employed continuously for a period of at least two years preceding June 1st of the year during which the vacation is granted, shall receive two week's vacation with pay. Straight commission employees shall receive 1/52nd of their yearly earnings as weekly vacation pay, provided that such amount does not exceed one and one half times their weekly draw, which shall be considered their maximum weekly vacation pay. The term of the vacation of straight commission men shall be determined as above.

(m) All employees listed in Appendix B, continually employed for a period of at least one year preceding June 1st, of any given year, shall receive one week's vacation with pay pro-rata based on the time they have actually been employed during the preceding year.

Periods during which all vacations may be taken shall be fixed by "EMPLOYER".

11. In case the parties hereto find themselves unable to agree concerning any issues arising under the terms of this Agreement, the dispute shall be referred to an impartial arbitrator to be chosen jointly by both of the parties hereto. If the said parties are unable to agree upon an arbitrator within five (5) days, each party shall select one (1) person to act on his behalf and if the two (2) arbitrators so chosen are unable to agree on the issues within five (5) days, they shall appoint a third arbitrator to decide. The decisions of the arbitrators shall be final and binding upon the parties hereto and the expenses of such arbitration shall be borne equally by the parties.

12. Any employee who does not report for work or give an acceptable reason for his absence within a period of three (3) days shall automatically be separated from the payroll and shall no longer be considered an employee.

13. Employees may be transferred from one department to another when required, temporarily or permanently, at the sole discretion of the "EMPLOYER". Such transfers, however, shall not result in a loss of seniority.

14. Except as modified by this Agreement, all of "EMPLOYER'S" rules and regulations in effect at the date of this Agreement shall continue in full force and effect, and the

"EMPLOYER" may make such additional rules and regulations as may, in its judgment, be necessary and proper for the conduct of "EMPLOYER'S" business.

15. No regular or "regular extra" employee shall be employed who is partially or fully employed elsewhere, unless by consent of "EMPLOYER", not to be withheld arbitrarily.

16. The following are the classifications of employees who do not come within the scope of this Agreement and who shall not be members of "UNION", and by reason thereof are exempt from any of the provisions of this Agreement:

- (a) Executives, their personal assistants and secretaries.
- (b) Department heads and their secretaries.
- (c) Assistant department heads.
- (d) Buyers and Assistant buyers.
- (e) Confidential and professional employees.
- (f) Watchmen and Detectives.
- (g) Temporary Demonstrators.
- (h) Contingent and Casual workers.
- (i) Employees covered by other Union agreements.
- (j) Any other employees who have the power to hire or discharge employees.

A list of individual exemptions and positions is attached to and made a part of this Agreement.

17. "EMPLOYER" agrees to permit "UNION" to post notices of 8½x11", concerning the time and place of Union meetings on a bulletin board or boards to be provided by the "EMPLOYER" and so placed as to be convenient to and accessible to employees.

18. A casual or contingent worker is one who is not a regular worker or "Regular Extra" as outlined herein.

19. This agreement shall become effective on the 16th of May 1942, and shall continue in full force and effect for two (2) years, terminating May 15, 1944, and may be terminated at the expiration of the term hereby created by either party giving to the other written notice by registered mail of its intention to terminate the same at least sixty (60) days prior to the expiration of the term herein created. In the event of such notice, the parties hereto agree to commence negotiations for a new contract six (6) weeks prior to the expiration date. In default of such notice, the Agreement shall be continued in full force and effect upon the same terms and conditions for a further period of one (1) year from the date of the term herein created and so on from year to year thereafter until terminated by either party giving notice to the other as aforesaid. Post Office Registry Receipt shall be sufficient evidence of the mailing of such notice. It is mutually agreed that as of the termination of the first year of this contract upon notice as above, it may be re-opened for wage adjustments only. Any such wage adjustments as may be

agreed upon shall go into full force and effect as of May 16, 1943. Negotiations for adjustments shall commence at least thirty (30) days prior to May 15, 1943, and both parties hereto shall attempt to reach an agreement. If the parties fail to reach an agreement by May 15, 1943, any wage adjustments still in dispute may be submitted to arbitration in accordance with the provisions of this contract.

20. If any employee in other than a temporary position enlists or is conscripted into the Armed Forces of the United States, his full rights of seniority shall be preserved, and if upon his separation from the services of the United States he is still qualified to perform the duties of such position and makes application for re-employment within forty (40) days after he is relieved from United States training or services, he shall be reinstated to his former position or a position of like seniority, status and pay, unless circumstances have so changed the "EMPLOYER'S" position as to make it impossible or unreasonable to do so.

21. This contract is intended to be legally binding upon the parties hereto, their Successors and Assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year aforesaid.

Witnessed by:

Maxwell B. Seder (Signed)

Sybil Shrier (Signed)

Minnie Gorenstein (Signed)

Manuel Zink (Signed)

Anna Cassidy (Signed)

Fannie Sill (Signed)

FRANK & SEDER OF PHILADELPHIA, INC.
11th & Market Streets, Phila., Pa.

By J. H. Zeckhauser (Signed)
President

By R. E. Halston (Signed)
Secretary

LOCAL #18, THE UNITED RETAIL, WHOLE-
SALE & DEPARTMENT STORE EMPLOYEES
OF AMERICA, C. I. O.

For the Committee

By Harold Kotzker (Signed)
President

By Helen D. Turner (Signed)
Secretary